

Exhibit I



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Transcript of Matt Rohre

Date: February 22, 2018

Case: UMG Recordings, Inc., et al -v- Grande Communications Networks LLC, et al

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Transcript of Matt Rohre
Conducted on February 22, 2018

1 (1 to 4)

1	IN THE UNITED STATES DISTRICT COURT	1	A P P E A R A N C E S
2	FOR THE WESTERN DISTRICT OF TEXAS	2	FOR PLAINTIFFS:
3	AUSTIN DIVISION	3	Jonathan E. Missner
4	UMG RECORDINGS, INC., et al.	4	Philip J. O'Beirne
5	§	5	STEIN MITCHELL CIPOLLONE
6	§	6	BEATO & MISSNER LLP
7	VS. CIVIL ACTION NUMBER	7	1100 Connecticut Avenue, N.W., Suite 1100
8	§ 1:17-cv-0365-LY	8	Washington, D.C. 20036
9	GRANDE COMMUNICATIONS §	9	(202) 661-0956
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12	§	12	
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15	Deposition of	15	Maggie Szewczyk
16	MATT ROHRE	16	ARMSTRONG TEASDALE LLP
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23	Job No.: 178598	23	VIDEOGRAPHER:
24	Pages: 1 - 251	24	Tom Krause
25	Reported by: Micheal A. Johnson, RDR, CRR	25	
1	Deposition of MATT ROHRE, held at the	2	
2	location of:	1	INDEX
3		2	MATT ROHRE
4		3	February 22, 2018
5		4	APPEARANCES 3
6	Kelly Hart & Hallman LLP	5	PROCEEDINGS 11
7	303 Colorado Street, Suite 2000	6	
8	Austin, Texas 78701	7	EXAMINATION OF MATT ROHRE:
9		8	BY MR. MISSNER 12
10		9	BY MR. HOWENSTINE 243
11		10	BY MR. MISSNER 248
12		11	
13	Pursuant to Notice, before Micheal A.	12	CERTIFICATE OF REPORTER 251
14	Johnson, Registered Diplomatic Reporter and Certified	13	
15	Realtime Reporter.	14	
16		15	
17		16	
18		17	
19		18	
20		19	
21		20	
22		21	
23		22	
24		23	
25		24	
		25	

Transcript of Matt Rohre
Conducted on February 22, 2018

5 (17 to 20)

	17		19
1	A. I don't necessarily remember.	1	supplier and then --
2	Q. Gotcha. Gotcha. What's your date of birth?	2	Q. What were they called?
3	A. 12/14/71.	3	A. They were called -- at the time I was hired,
4	Q. What is your educational background? Where	4	it was called Marconi.
5	did you go to school? What degrees do you have?	5	Q. If you could just tell me the years you
6	A. I have a bachelor of arts in	6	worked where you worked, if you remember.
7	interdisciplinary studies from The University of	7	A. So Marconi would've been probably 2000 to
8	Texas at Dallas.	8	when I came to work at Grande, which was in 2002.
9	Q. Great. What year did you graduate?	9	Q. So you came to Grande in 2002?
10	A. Well, it was 2003, I believe.	10	A. Correct.
11	Q. Okay. Any other degrees?	11	Q. And you've been there ever since?
12	A. No.	12	A. Yes.
13	Q. What is your current occupation and job	13	Q. Take me through, at Grande starting in 2002,
14	title?	14	what roles, responsibilities and titles you had and
15	A. I am the senior vice president of operations	15	15 what years.
16	and general manager.	16	A. Okay. I was hired as the director of field
17	Q. At?	17	operations for the Austin and San Marcos markets,
18	A. At Grande Communications.	18	18 and that was in -- from 2002, at the time I was
19	Q. Are you the highest ranking executive at	19	19 hired, until 2004.
20	Grande?	20	Q. Okay.
21	A. At Grande in Texas, yes.	21	A. In 2004, I was promoted to the general
22	Q. Okay. So in your building where Grande is,	22	manager for the Waco market. We moved to Waco after
23	you are the most senior person there?	23	23 we acquired a company called Clearsource. I was the
24	A. Well, we have multiple buildings across the	24	24 general manager in that market until 2010. At the
25	state, but --	25	25 end of 2010, I assumed additional responsibility for
	18		20
1	Q. Fair enough.	1	our Dallas market. Sometime around 2011 or early
2	A. Yes.	2	2012, I assumed responsibility for our
3	Q. But in --	3	3 Midland/Odessa market, all the way until 2015,
4	A. Yes.	4	4 whereby our previous president left the company and
5	Q. As a corporation, corporate structure,	5	5 I was promoted to senior vice president of
6	Grande Communications, you are the top person?	6	6 operations and general manager overseeing all the
7	A. Correct.	7	7 markets here in Texas.
8	Q. Okay. Can we go through your history of	8	Q. The person who left, what was his name?
9	employment. Let's just start actually from when you	9	A. Matt Murphy.
10	graduated in 1993, everything -- your resumé, if you	10	Q. And what was Matt Murphy's title when he
11	will; where you've worked, your titles.	11	11 left?
12	A. Graduated from college --	12	A. President.
13	Q. Just from when --	13	Q. President. And when you took over for Matt
14	A. -- that was in --	14	14 Murphy, your title was not president?
15	Q. '03.	15	A. No.
16	A. -- 2003.	16	Q. Okay. So if there were some news stories
17	Q. Oh, sorry about that.	17	17 that called you "interim president," they were
18	A. So I graduated from high school in 1989.	18	18 mistaken?
19	Q. Okay.	19	A. My title was -- they were probably mistaken,
20	A. I went to college for a few years, took the	20	20 yes. I was never referred to or had any title that
21	proverbial year off and ended up graduating from	21	21 was "interim president."
22	college ten years later. Was employed as a	22	Q. Okay.
23	technician with the cable company in the North Texas	23	A. But when Matt left in two thousand -- the
24	area for many years, then was employed as a systems	24	24 end of 2014, I guess it was, I was at -- in that
25	engineer with a telecommunications equipment	25	25 role from an interim perspective from -- until

Transcript of Matt Rohre
Conducted on February 22, 2018

22 (85 to 88)

1 answers has not changed since we received them in
2 November of 2017 and you signed them January of
3 2018?

4 A. That is correct.

5 Q. Okay.

6 MR. MISSNER: I want to apologize because I
7 didn't have to read -- we had this as Plaintiffs'
8 Exhibit 54 yesterday and I meant to do it that way,
9 so I should not have reintroduced it, but it is --

10 MR. HOWENSTINE: But here we are.

11 MR. MISSNER: But here we are. So I should
12 look at my own notes.

13 BY MR. MISSNER:

14 Q. So that is -- the first one I handed you
15 is --

16 A. 100.

17 Q. -- 100 and 101. I apologize for that.
18 PX-101.

19 MR. MISSNER: Because we had not entered the
20 second one yesterday.

21 BY MR. MISSNER:

22 Q. So in Plaintiffs' Exhibit 100, if you could
23 turn, please, to page 9, Interrogatory No. 8. Tell
24 me when you're ready.

25 A. Ready.

85

1 make sure I heard you correctly. What you're saying
2 is Grande has received millions of notices of
3 copyright infringement?

4 A. We've received e-mails of allegations of
5 copyright infringement.

6 Q. So you've -- but you've received millions of
7 notices alleging copyright infringement?

8 A. E-mails.

9 Q. E-mails.

10 A. As far as I know.

11 Q. Millions?

12 A. Yes.

13 Q. Okay. On page -- your answer says "such
14 notices" and you continue to say "e-mails." So you
15 only have received e-mails?

16 A. To the best of my knowledge.

17 Q. It doesn't say "e-mails," right? It says
18 "notices"?

19 A. It says "notices," but I believe that we
20 received them via e-mail.

21 Q. "As plaintiffs are aware, Grande has
22 received millions of such notices, making a
23 description of the response to each notice
24 impossible."

25 It says "notice" a few times, correct?

87

1 Q. Okay. Interrogatory No. 8 reads, "Describe
2 in detail all actions you have taken in response to
3 each of the Notices and/or any other reports or
4 notices of copyright infringement allegations
5 requested to be identified in the preceding
6 interrogatory, including without limitation, whether
7 you forwarded the notice to the Customer or User
8 associated with the IP address contained in the
9 notice or report, and if so, when and how you
10 forwarded the notice and which notices pertained the
11 Plaintiffs' Copyrighted Works."

12 Is that what that says?

13 A. Yes.

14 Q. Great. And if you turn the page to page 10,
15 on "Amended Response," three sentences down, it
16 reads, "As Plaintiffs are aware, Grande has received
17 millions of such notices, making a description of
18 the response to each impossible."

19 Are you referring to millions of DMCA
20 notices?

21 A. Yes.

22 Q. Okay. If you can turn to page 12. So
23 Grande has indeed received millions of notices of
24 copyright infringement -- I'm going backwards.
25 Forget about 12. Sorry about that. I just want to

86

88

1 A. Sure.

2 Q. And you signed these?

3 A. Yes.

4 Q. Okay. If you could please turn to page 12,
5 interrogatory 11 reads, "Describe in detail the
6 complete factual and legal bases for your contention
7 that you are entitled to safe harbor protection
8 under the DMCA."

9 And on page 13 -- that is what it says,
10 correct, the question?

11 A. On page 13?

12 Q. Sorry. On page 12, the question I just
13 read --

14 A. Yes.

15 Q. -- Interrogatory No. 11? Thank you.

16 And on page 13, there's a sentence a few
17 sentences down -- about eight sentences down, "Out
18 of an abundance of caution." Do you see that?

19 A. Correct.

20 Q. I'm going to read it if you can just assert
21 if I read it correctly. "Out of an abundance of
22 caution and operating at a level above Grande's
23 obligation under the DMCA, Grande does process
24 allegations of copyright infringement it receives
25 from third parties in the manner described in its

Transcript of Matt Rohre
Conducted on February 22, 2018

23 (89 to 92)

	89	91
1 response to Interrogatory No. 6. Through the 2 processing of such notices, Grande has permanently 3 terminated subscribers.	1 Q. So to be clear, there are 11 names, and feel 2 free to count, in red on this sheet?	
4 "A list of terminated subscribers is being 5 produced herewith and marked as Confidential. This 6 document is evidence of subscribers that have been 7 terminated under the above policy."	3 A. That's right.	
8 Did I read that correctly?	4 Q. So up through October 2017, Grande has 5 terminated a total of 11 people for copyright 6 infringement?	
9 A. Yes.	7 A. That is correct, to the best of my 8 knowledge.	
10 Q. Great. And you indicated that you were 11 providing a list of terminated subscribers --	9 Q. And the dates of termination are reflected 10 next to each user?	
12 A. Correct.	11 A. Yes.	
13 Q. -- correct? Okay.	12 Q. For user terminated it says, "Service 13 Disconnected"?	
14 So we have in the big pile there, if you go 15 to Plaintiffs' Exhibit 60. I think that's it with 16 the red.	14 A. And then it says, "Setting account to 15 unserviceable."	
17 A. Yeah.	16 Q. Okay.	
18 Q. Okay. This is a printout on Excel --	17 A. "Do not reconnect."	
19 MR. MISSNER: You know, why don't -- is this 20 a good time to take a break?	18 Q. Okay. So to be clear, in each one, the last 19 line says "Service Disconnected. Setting account to 20 unserviceable. Do not reconnect"?	
21 MR. HOWENSTINE: Sure.	21 A. That is correct.	
22 MR. MISSNER: Let's take a break.	22 Q. Okay. And the dates of termination are 23 indeed reflected next to its user?	
23 THE VIDEOGRAPHER: The time is 11:02 a.m. 24 and this completes DVD No. 1 in the deposition of 25 Matt Rohre.	24 A. Yes.	
	25 Q. And all the dates of termination are after	
	90	92
1 (Recess taken from 11:02 a.m. to 2 11:14 a.m.)	1 June 2017?	
3 THE VIDEOGRAPHER: The time is 11:14 a.m. 4 and this is DVD No. 2 of the video deposition of 5 Matt Rohre.	2 A. Yes.	
6 BY MR. MISSNER:	3 Q. So prior to these 11 people being terminated 4 post-June 2017, Grande did not terminate any 5 subscribers for copyright infringement?	
7 Q. Mr. Rohre, you understand you're still under 8 oath?	6 A. We did --	
9 A. Yes.	7 MR. HOWENSTINE: Objection, vague.	
10 Q. Did you talk to anyone about your testimony 11 during the break?	8 A. We did terminate subscribers at periods of 9 time in the history of the company for copyright 10 infringement.	
12 A. No.	11 BY MR. MISSNER:	
13 Q. We were looking at Plaintiffs' Exhibit 60, 14 and as I was saying, this is a printout of the Excel 15 spreadsheet produced to us in conjunction with the 16 interrogatory responses which you signed in 17 January 2018. This is a list of the terminated 18 subscribers discussed in Interrogatory 11. Does 19 that appear to be the case to you?	12 Q. Do you know approximately when in the 13 history of the company you terminated subscribers 14 for copyright infringement?	
20 A. Yes.	15 A. Prior to whenever our policy changed with 16 Atlantic Broadband. So from -- just to call it the 17 inception of the company, in 2000 through 2010, I 18 don't know specifically when we changed that. It 19 wasn't part of my job responsibilities, but I do 20 know that we did terminate customers.	
21 Q. This list includes all subscribers 22 terminated for copyright infringement under Grande's 23 DMCA policy up to the time of this response of your 24 interrogatory; is that correct?	21 Q. So to be clear, your testimony is that from 22 2000 to 2010, you did terminate subscribers for 23 copyright infringement?	
25 A. To the best of my knowledge.	24 A. To the best of my recollection.	
	25 Q. And you agree with the statement that from	

Transcript of Matt Rohre
Conducted on February 22, 2018

24 (93 to 96)

1 2010 until 2017, you terminated no subscribers for
2 copyright infringement?

3 A. I was not made aware that we had terminated
4 any subscribers. We had a different policy that was
5 put in place whereby we were notifying and educating
6 customers. Whether or not there were any
7 terminated, I cannot say definitively one way or the
8 other.

9 Q. But you signed that document in which you
10 have access to that type of information, correct,
11 the interrogatory?

12 A. In this interrogatory, I had received -- I
13 signed that document because I knew that we had
14 terminated subscribers under this policy.

15 Q. Sitting here today, you cannot testify that
16 Grande terminated a single customer for copyright
17 infringement in 2012?

18 A. I cannot testify either way.

19 Q. 2013?

20 A. I cannot testify either way.

21 Q. So it's possible that in 2012, you
22 terminated a customer for copyright infringement?

23 A. It's possible.

24 Q. What evidence do you have of that?

25 A. I don't have any.

93

95

1 Q. So let me ask you again. Okay. Strike
2 that.

3 MR. MISSNER: Do you want me to put this
4 into evidence, the document -- I don't -- I mean,
5 I'm going to, but I don't know how you want to
6 handle it. We were -- what number are we on?

7 Sorry.

8 (Deposition Exhibit 102 marked for
9 identification.)

10 BY MR. MISSNER:

11 Q. I'm going to hand you Plaintiffs' Exhibit
12 102. We were just given this this morning. Have
13 you seen this?

14 A. This spreadsheet?

15 Q. No, sorry, the document I just handed you.

16 A. No, this is the first time I've seen it.

17 Q. It's a verification for documents produced
18 in response to interrogatories referring
19 specifically to this Excel spreadsheet that we've
20 been talking about.

21 A. Uh-huh.

22 Q. Have you -- did you talk to Stephanie -- who
23 is Stephanie Christianson?

24 A. She is a project manager for Grande
25 Communications.

94

96

1 Q. Do you have any knowledge if you terminated
2 anyone for copyright infringement in 2014?

3 A. No.

4 Q. No, you don't have any evidence?

5 A. I don't have any evidence.

6 Q. Did you kick off anyone in 2014 for
7 copyright infringement?

8 A. I do not know the answer to that.

9 Q. 2015?

10 A. I do not know the answer to that.

11 Q. I may have heard you incorrectly, but I
12 thought you said that a policy changed sometime
13 around 2010.

14 A. That's correct.

15 Q. And you said before that, you had terminated
16 people for copyright infringement?

17 A. To the best of my knowledge, we had
18 terminated people. As management companies have
19 changed, as legal teams, regulatory teams have
20 changed, policies have changed.

21 Q. You are not aware of any termination for
22 copyright infringement between 2011 and 2017?

23 A. I cannot say that there was -- terminated --
24 there was copyright infringement termination or -- I
25 do not know the answer to that.

1 Q. Who does she report to?

2 A. James Jordan.

3 Q. Did you speak to her about this spreadsheet?

4 A. Not this spreadsheet in particular.

5 Q. What did you speak to her about?

6 A. The fact that she had a tracking mechanism
7 and that she was tracking these subscribers that we
8 were disconnecting.

9 Q. When did you discuss that with her?

10 A. I don't remember.

11 Q. In the last week?

12 A. No.

13 Q. Do you have any reason to doubt the accuracy
14 of the document that was produced to us?

15 A. No. I rely on Stephanie and other employees
16 for these types of things all the time.

17 Q. So this is accurate as far as you know?

18 A. As far as I know.

19 Q. Have you spoken to her about this
20 spreadsheet between January 2nd and today?

21 A. Not this spreadsheet in particular. I just
22 know that there's a tracking mechanism that she
23 uses.

24 Q. Your sworn interrogatory response --
25 responses, state that Grande engaged in a diligent

Transcript of Matt Rohre
Conducted on February 22, 2018

25 (97 to 100)

	97		99
1	effort to answer these interrogatories, correct?	1	a copyright protection mechanism for digital media.
2	A. That's correct.	2	Q. What protections? What's your understanding
3	Q. So what evidence do you have of the	3	of what protections are provided?
4	termination of any subscriber between 2011 and 2017	4	A. To protect copyright holders from unlawful
5	that was uncovered in your diligent effort for	5	distribution of their material.
6	copyright infringement?	6	Q. In your role as -- for today, if I say
7	A. I get an e-mail from Stephanie every time we	7	"GM" --
8	disconnect these subscribers. So I have e-mails of	8	A. Sure, that's fine.
9	dates and names and account numbers when we	9	Q. -- you understand I mean you're the most
10	disconnected these.	10	senior employee?
11	Q. Let me ask you that again. Between 2011 and	11	A. Right.
12	2017, what evidence -- before we were talking about	12	Q. So in your role as GM of Grande, what's your
13	11 these people. Between 2011 and 2017 --	13	understanding of what Grande does pursuant to your
14	A. Well okay, before 2017.	14	15 obligations under this DMCA policy that went into
15	Q. Let me finish the question. Between 2011	15	effect in February of 2017 at Grande?
16	and 2017, in your diligent effort, what evidence do	16	A. That we notify customers via mail when they
17	you have of the termination of any subscriber for	17	meet our criteria. And then after a certain number
18	copyright infringement?	18	19 of infringements over a certain period of time, we
19	A. I do not have any.	20	21 send certified letters to those customers and then
20	Q. You have no evidence?	20	22 we disconnect their service.
21	A. I have no evidence.	21	Q. And the DMCA policy was implemented in
22	Q. Okay. We have previously marked Plaintiffs'	22	23 February 2017?
23	Exhibit 53. If you can get it out. It's entitled	23	A. I believe it was amended.
24	DMCA Policy and Procedure. Plaintiffs' Exhibit 53.	24	Q. Let's go -- what does that mean, "amended"?
25	Do you have it?	25	A. I believe that we had a policy prior to
	98		100
1	A. Yes.	1	2017.
2	Q. Great.	2	Q. Since when?
3	MR. HOWENSTINE: If you could give me a	3	A. I believe we had that policy out there for
4	moment.	4	as long as I can remember, but I don't -- I don't
5	MR. MISSNER: I have an extra one if you	5	know.
6	want it.	6	Q. You think you had a DMCA policy for as long
7	MR. HOWENSTINE: I got it.	7	as you can remember?
8	BY MR. MISSNER:	8	A. I think it was posted on our website.
9	Q. Is this a copy of Grande's DMCA policy and	9	Q. Are you referring to your acceptable use
10	procedure?	10	policy?
11	A. Yes, it appears to be.	11	A. Acceptable use policy has always been on
12	Q. This was implemented in February 2017,	12	12 there.
13	right?	13	Q. So you think the DMCA policy has been on
14	A. Correct.	14	14 there as long as you can remember?
15	Q. What is your understanding of what the DMCA	15	A. I don't -- I don't remember.
16	is?	16	Q. Let's turn back for a second to Plaintiffs'
17	MR. HOWENSTINE: Objection, vague.	17	100, your interrogatories that you signed.
18	A. It is a copyright protection policy for	18	A. Uh-huh.
19	digital media.	19	Q. Page 16. Last line starting with "Subject
20	BY MR. MISSNER:	20	20 to these objections." Can you read the next line
21	Q. What does that mean?	21	21 after "objections."
22	MR. HOWENSTINE: Same objection.	22	A. In the amended response, is that what you're
23	BY MR. MISSNER:	23	23 asking?
24	Q. I'm not asking for a legal interpretation.	24	Q. Page 16, amended response to Interrogatory
25	A. Right. No, I mean, that's what it is. It's	25	25 No. 15, very bottom of the page starts with "Subject

Transcript of Matt Rohre
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27 (105 to 108)

	105	107
1 Q. So if we can turn back to the interrogatory 2 responses, Plaintiffs' Exhibit 101, which were the 3 amended questions 5 and 11, you wrote at the bottom 4 of page 1 of Plaintiffs' Exhibit 101, "Grande has 5 adopted and reasonably implemented a policy that 6 provides for the termination of subscribers and 7 account holders who are repeat copyright 8 infringers."	1 go to Plaintiffs' Exhibit 101 right there. And if 2 you could turn to page 2. In the same answer to 3 interrogatory 11, which we were just speaking about, 4 it says, almost at the very bottom before 5 supplemental response, it starts with "Out of an 6 abundance of caution." Do you see that?	
9 Does it say that?	7 A. Correct.	
10 A. Where are we? What paragraph?	8 Q. "Out of an abundance of caution and 9 operating at a level above Grande's obligation under 10 the DMCA, Grande does process allegations of 11 copyright infringement it receives from third 12 parties in the manner described in its response to 13 Interrogatory No. 6. Through the processing of such 14 notices, Grande has permanently terminated 15 subscribers."	
11 Q. Let's start again. So if you turn to the 12 first page, very bottom, last line on the page. The 13 response to "Describe in detail the complete factual 14 and legal bases for your contention that you were 15 entitled to safe harbor protection under the DMCA." 16 Your answer somewhat through the first sentence 17 says, "Grande has adopted and reasonably implemented 18 a policy that provides for the termination of 19 subscribers and account holders who are repeat 20 copyright infringers."	16 Is that what it says?	
21 Does it say that?	17 A. Yes.	
22 A. It is -- it does.	18 Q. Where in the DMCA policy does it say "we 19 will kick you off if you don't engage in copyright 20 infringement in an abundance of caution"?	
23 Q. And is that Grande's statement, that it is 24 entitled to the safe harbor, including terminating 25 those 11 people in red, and that is the basis for	21 A. Sorry, repeat that question.	
1 what you believe entitles you to the safe harbor?	22 Q. Where in the DMCA policy that was 23 implemented in February of 2017 by Grande does it 24 say "we are going to terminate you if you don't 25 engage in copyright infringement in an abundance of	
2 MR. HOWENSTINE: Objection, calls for a 3 legal conclusion.	106	108
4 BY MR. MISSNER: 5 Q. You can answer.	1 caution"?	
6 A. Yes.	2 A. It does not say that.	
7 Q. And those --	3 Q. Do you kick people off for no reason?	
8 A. The fact that we have always had a policy, 9 ever since this company has been in existence, we've 10 gone to great expense to implement that policy. We 11 spend money notifying customers of these 12 infringements and educating customers on these 13 infringements on behalf of the DMCA.	4 A. No.	
14 Q. And you've kicked off 11 people in 2017?	5 Q. You don't advertise anywhere that "We will 6 terminate you without having a reason"?	
15 A. Since this policy changed, that's correct, 16 to the best of my knowledge.	7 A. Well, it's in our acceptable use policy 8 that...	
17 Q. They were repeat infringers?	9 Q. So indeed you do -- sorry. Finish.	
18 A. (Nods head.)	10 A. That's it.	
19 Q. Is that a yes?	11 Q. So you do have reasons to terminate people, 12 right?	
20 A. Yes.	13 A. We do.	
21 Q. Going back to the DMCA policy -- I'm sorry, 22 strike that.	14 Q. And you kicked those people off for 15 copyright infringement, correct?	
23 If we can turn back to the same Plaintiffs' 24 Exhibit 100, your interrogatory responses we were 25 just looking at -- actually, I'm sorry, if you can	16 MR. HOWENSTINE: Objection, asked and 17 answered.	
	18 BY MR. MISSNER: 19 Q. Those 11 people you kicked off for copyright 20 infringement, right?	
	21 A. Yes.	
	22 Q. Okay. So the list of 11 people we've been 23 talking about are the very first people to be 24 terminated under this DMCA policy?	
	25 A. To the best of my knowledge.	

Transcript of Matt Rohre
Conducted on February 22, 2018

30 (117 to 120)

<p>117</p> <p>1 that. I apologize.</p> <p>2 If you turn over the new exhibit that I just</p> <p>3 handed you, which was Plaintiffs' Exhibit 91, you</p> <p>4 have the original e-mail that we just talked about</p> <p>5 and then there's a series of responses.</p> <p>6 A. Correct.</p> <p>7 Q. Now, if you turn to page -- the front page,</p> <p>8 on that same day at 5:27 p.m., there's an e-mail</p> <p>9 from Roberto Chang. Who is Roberto Chang again?</p> <p>10 A. He was a marketing employee.</p> <p>11 Q. So he asks, "Richard, Who is responsible for</p> <p>12 the DMCA" -- sorry -- "DMCA notification process?</p> <p>13 Do we call customers?"</p> <p>14 It says that, right?</p> <p>15 A. Yes.</p> <p>16 Q. The answer is no, Grande was not calling</p> <p>17 customers, right? I'm asking you.</p> <p>18 A. I don't know the answer to that.</p> <p>19 Q. You don't know if in 2013, under the DMCA</p> <p>20 notification process, if Grande was calling</p> <p>21 customers or not?</p> <p>22 A. I know that we were sending notices and</p> <p>23 customers were calling us.</p> <p>24 Q. Okay. These guys are saying in this e-mail</p> <p>25 that they don't. I'll give you a second to read it.</p>	<p>119</p> <p>1 course of the years with the company.</p> <p>2 Q. Because Grande concluded that its previous</p> <p>3 policies did not entitle it to the DMCA safe harbor,</p> <p>4 Grande changed its DMCA policy in February 2017; is</p> <p>5 that correct?</p> <p>6 A. I don't know that it was specifically</p> <p>7 because of the safe harbor, but I do know that we</p> <p>8 changed our policies in the beginning of 2017.</p> <p>9 Q. Why?</p> <p>10 MR. HOWENSTINE: And I would just remind you</p> <p>11 not to divulge any communications that you might</p> <p>12 have had with counsel on that subject.</p> <p>13 A. THE WITNESS: Right.</p> <p>14 MR. HOWENSTINE: If you have any -- if you</p> <p>15 had any.</p> <p>16 A. I don't -- I don't know that I did and I</p> <p>17 wasn't part of the decision-making process on</p> <p>18 changing the policy. That was done with Patriot</p> <p>19 employees and folks that actually operationalize it</p> <p>20 every day.</p> <p>21 BY MR. MISSNER:</p> <p>22 Q. You're the most senior person in the Grande</p> <p>23 operation, correct?</p> <p>24 A. Correct.</p> <p>25 Q. List all the reasons for me that Grande</p>
<p>118</p> <p>1 The very top, first sentence. "We aren't doing this</p> <p>2 today from what I gather. ISYS owns the DMCA/abuse</p> <p>3 process - they provide what automation we have</p> <p>4 today. Snail mail warnings are automatically sent</p> <p>5 out by CSG from an upload process."</p> <p>6 Does it say that?</p> <p>7 A. Yes.</p> <p>8 Q. And going back to Richard's e-mail, in the</p> <p>9 middle, the third sentence says, "If we do nothing</p> <p>10 more" -- I assume he meant "then" than "that," but</p> <p>11 "If we do nothing more than e-mails (as I think you</p> <p>12 mentioned) we might lose our safe harbor status."</p> <p>13 Does it say that?</p> <p>14 A. It does.</p> <p>15 Q. No matter how many notices they got, it</p> <p>16 appears as if you weren't terminating anybody,</p> <p>17 right?</p> <p>18 MR. HOWENSTINE: Objection, asked and</p> <p>19 answered.</p> <p>20 A. I can't say one way or the other.</p> <p>21 BY MR. MISSNER:</p> <p>22 Q. Is this why you instituted the DMCA policy</p> <p>23 in February 2017?</p> <p>24 A. This policy has changed, as I said, with</p> <p>25 whoever is our legal and regulatory counsel over the</p>	<p>120</p> <p>1 instituted a new DMCA policy in February 2017.</p> <p>2 MR. HOWENSTINE: Objection, asked and</p> <p>3 answered.</p> <p>4 A. To deal with the DMCA.</p> <p>5 BY MR. MISSNER:</p> <p>6 Q. What does that mean?</p> <p>7 A. Good companies revise their policies all the</p> <p>8 time. We're continually looking at the way things</p> <p>9 change and revising our policies.</p> <p>10 Q. Why in 2017?</p> <p>11 A. I don't know.</p> <p>12 Q. Why not in 2016?</p> <p>13 A. I don't know.</p> <p>14 Q. Okay. If we can turn back, please, to</p> <p>15 Plaintiffs' Exhibit 100, the interrogatories that</p> <p>16 you signed. If you could please turn to page 7. At</p> <p>17 the very bottom -- well, first, let me tell you what</p> <p>18 we're reading. We're reading Interrogatory No. 6,</p> <p>19 which is asking to, "Describe in detail any DMCA</p> <p>20 Policy, Repeat Infringer Policy, Acceptable Use</p> <p>21 Policy, and/or any policies and/or procedures</p> <p>22 concerning Grande's receipt, review, forwarding to</p> <p>23 Customers and/or User, response to, and resolution</p> <p>24 of, copyright infringement allegations involving</p> <p>25 Grande's Internet services, since January 1, 2010."</p>

Transcript of Matt Rohre
Conducted on February 22, 2018

34 (133 to 136)

	133		135
1 BY MR. MISSNER:		1 Q. And in the period January 1st, presumably to	
2 Q. What's the range?		2 the time of this e-mail, some 42 days later, plus or	
3 MR. HOWENSTINE: Objection, vague.		3 minus, another 3,688 RightsCorp DMCA notices appear	
4 A. I don't have -- I don't have a range of		4 to have been received?	
5 relatively small. This was, what -- Lamar's		5 A. Correct.	
6 opinion.		6 Q. Okay. And he is sending this to you in	
7 BY MR. MISSNER:		7 February 2016, talking about the entire year before	
8 Q. I understand that. I'm now asking you your		8 2015; is that correct?	
9 opinion as the GM, on your 80/20 rule, what you		9 A. That would be my assumption.	
10 think a relatively small amount of users that drive		10 Q. Okay. And at the bottom it says, "File	
11 up -- should we just take 20 percent of the amount		11 attached shows Tally by account of RightsCorp	
12 of users and that's your number?		12 notices for all of 2015."	
13 A. No. I don't know what "relatively small"		13 Would you agree that it says that --	
14 means in this context.		14 A. Yes.	
15 Q. Okay.		15 Q. -- in the e-mail? If you can now please	
16 (Deposition Exhibit 105 marked for		16 turn, and if we could just indicate, because I	
17 identification.)		17 didn't at the beginning, this was produced by Grande	
18 BY MR. MISSNER:		18 and under 8199. Would you agree? The Bates number	
19 Q. Let me hand you Plaintiffs' Exhibit 105.		19 at the bottom --	
20 This is an e-mail from Lamar Horton to you, four		20 A. Correct.	
21 days after the last e-mail we were just looking at;		21 Q. -- of 819 -- great. So if we can turn the	
22 is that correct?		22 page. What does this seem to you to appear as?	
23 A. That's correct.		23 MR. HOWENSTINE: Objection, vague.	
24 Q. Copying James Jordan and Jimmy Quigley,		24 BY MR. MISSNER:	
25 correct?		25 Q. Okay. I'll ask it a different way. You see	
	134		136
1 A. Correct.		1 "tally" on the left and you see an account number.	
2 Q. Subject line, "RightsCorp," with an		2 Do you believe that's a single account number?	
3 attachment, "rightscorp.xls," correct?		3 A. Could be.	
4 A. Correct.		4 Q. Well, previously you testified that	
5 Q. This seems to be a list of the RightsCorp		5 that's --	
6 DMCA notices received by year; is that correct?		6 A. Yeah, this is a single account number.	
7 A. Appears to be.		7 Q. Thank you.	
8 Q. And on the cover note, it says, 2011, tally		8 A. I don't know what the "tally" represents.	
9 27, RightsCorp DMCA notices received by year; is		9 Q. Gotcha. Grande received 13,958 notices from	
10 that correct?		10 RightsCorp for copyright infringement for that	
11 A. That's correct.		11 specific account in 2015, correct?	
12 Q. And in 2012, Grande received 111,000 -- I'm		12 A. It looks like we received 13,958 notices of	
13 sorry, 11,184 RightsCorp notices -- RightsCorp DMCA		13 alleged copyright infringement for that account,	
14 notices; is that correct?		14 assuming that that's what "tally" means on this	
15 A. That's correct.		15 spreadsheet.	
16 Q. And in 2013, Grande received 31,075		16 Q. Well, let's go back to the page before.	
17 RightsCorp DMCA notices; is that correct?		17 "RightsCorp DMCA notices received by year." Is that	
18 A. Correct.		18 what the e-mail says from Lamar to you?	
19 Q. And in 2014, Grande received 143,603		19 A. Correct.	
20 RightsCorp DMCA notices; is that correct?		20 Q. You trust Lamar's giving you accurate	
21 A. Correct.		21 information?	
22 Q. How many RightsCorp notice -- how many		22 A. To the best of his ability.	
23 RightsCorp DMCA notices did Grande receive in 2015,		23 Q. Okay. And at the bottom does it say, "File	
24 according to this?		24 attached shows Tally by account of RightsCorp	
25 A. 246,322.		25 notices for all of 2015"? Is that what it says?	

Transcript of Matt Rohre
Conducted on February 22, 2018

35 (137 to 140)

	137		139
1 A. Correct.		1 A. Agreed.	
2 Q. Okay. So let's turn the page again under		2 Q. And you terminate repeat infringers?	
3 the word "tally," where it says "13,958" and an		3 A. We do.	
4 account number. Do you have reason to believe that		4 Q. And I think you testified earlier something	
5 this is different than the description that your		5 to the effect of repeat infringers deserve to be	
6 employee wrote to you?		6 kicked off?	
7 A. I do not.		7 A. I agree.	
8 Q. Okay. So Grande received 13,598 [sic]		8 Q. And you terminate them if they receive three	
9 notices from RightsCorp for copyright infringement		9 notices, correct?	
10 for that specific account in 2015?		10 A. Correct.	
11 A. It would appear so.		11 Q. You kicked off Martinez, who we looked at	
12 Q. Sitting here today, what information are you		12 before, after three notices, correct?	
13 aware of as the GM of Grande, that that account that		13 A. Correct.	
14 we just talked about was terminated in 2015?		14 Q. Okay. And in your interrogatory response,	
15 A. I do not have any information that it was		15 we can go back to Plaintiffs' Exhibit 100, bottom of	
16 terminated.		16 page 7. I'll give you a second. To remind you, you	
17 Q. So to the best of your knowledge, that		17 said Grande's -- or you signed, "Grande's current	
18 account was not terminated?		18 internal policy for handling the receipt of notices	
19 A. I don't know if it was or was not.		19 alleging copyright infringement involves the	
20 Q. Did you terminate anyone for copyright		20 transmission of a letter to a subscriber upon	
21 infringement in 2015, to the best of your knowledge?		21 receipt of an allegation of copyright infringement	
22 A. I was not directly informed of it.		22 relating to that subscriber's account."	
23 Q. You're the GM of the company. That's		23 Right?	
24 correct?		24 A. Right.	
25 A. Correct.		25 Q. After the transmission of three electronic	
	138		140
1 Q. Do you have any evidence that this account		1 notices, Grande sends a hard-copy notice letter	
2 was terminated that I just asked you about?		2 reminding the subscriber, that they "will be	
3 A. I do not.		3 terminated if additional complaints of alleged	
4 MR. HOWENSTINE: Objection, asked and		4 infringement are received relating to their	
5 answered.		5 account."	
6 BY MR. MISSNER:		6 Right?	
7 Q. You can answer.		7 A. Correct.	
8 A. I do not.		8 Q. "This 'final notice' letter is sent via	
9 Q. That account should have been kicked off,		9 certified mail." Yes?	
10 right?		10 A. Yes.	
11 MR. HOWENSTINE: Objection, argumentative.		11 Q. "If Grande receives subsequent notices of	
12 BY MR. MISSNER:		12 potential infringement regarding the same account,	
13 Q. Do you believe, as GM of the company, that		13 that subscriber's Internet service with Grande is	
14 that account should have been terminated?		14 permanently terminated."	
15 A. Potentially. I mean, these are alleged		15 Correct?	
16 violations.		16 A. Correct.	
17 Q. You testified that your DMCA policy is fair,		17 Q. So I'll ask you again. Should that customer	
18 right?		18 that we just read, 13,958, should that customer have	
19 A. I did.		19 been kicked off in 2015, right?	
20 Q. And that it's the right thing to do?		20 A. Under the current policy, yes.	
21 A. Yeah.		21 Q. But he should've been in 2015 also, right?	
22 Q. Yes?		22 MR. HOWENSTINE: Objection, asked and	
23 A. Agreed.		23 answered.	
24 Q. Your current policy from February 2017 is		24 BY MR. MISSNER:	
25 the fair policy -- is a fair policy, correct?		25 Q. You can answer.	

Transcript of Matt Rohre
Conducted on February 22, 2018

36 (141 to 144)

	141		143
1 A. Our policy at that time said that we reserve 2 the right to terminate people. I don't know how 3 many letters we mailed to this person. 13,000 4 letters potentially. 5 Q. 13,958. 6 A. Correct. I think we've established under 7 our current policy, this person would be terminated. 8 Q. If you can look down one more under that 9 one, a person at 12,953 notices; is that correct? 10 A. Correct. 11 Q. Should that person have been kicked off in 12 2015? 13 A. Same answer as above. Given the current 14 policy, they would be terminated. 15 Q. Is that person a repeat infringer? 16 A. Yes. 17 Q. If you scroll down and you turn a bunch of 18 pages, you see the numbers go down. There's a point 19 at which it gets to 100 and then goes to 99. You 20 see that? 21 A. Yes. 22 Q. So everyone from that account up, according 23 to this, received at least 100 notices? 24 A. According to this. 25 Q. So they're all repeat infringers?		1 received ten or more infringement notices? 2 A. That received ten or more? 3 Q. Yes. 4 A. Yes. 5 Q. So 1200 accounts in 2015 received ten or 6 more? 7 A. Correct. 8 Q. And in 2015 not a single one of those 9 accounts was terminated for copyright infringement? 10 A. I can't say one way or the other. 11 Q. Do you have any evidence to -- that would -- 12 A. I do not. 13 Q. Do you have any evidence that any of those 14 people were kicked off who got ten notices or more 15 in 2015? 16 A. I do not. 17 Q. We just read that your current policy is you 18 terminate people after three notices in your DMCA 19 policy; is that correct? 20 A. That's a -- correct. That's a 21 generalization of the policy. 22 Q. So all of the people -- all the 1200 23 specific accounts in 2015 that received ten or more 24 repeat infringer notices, in today's policy, would 25 all be terminated?	
	142		144
1 MR. HOWENSTINE: Objection, calls for a 2 legal conclusion. 3 BY MR. MISSNER: 4 Q. You can answer. 5 A. Okay. Alleged. 6 Q. They should've been kicked off? 7 MR. HOWENSTINE: Objection, asked and 8 answered. 9 A. Per the policy today, they would be kicked 10 off, potentially. 11 BY MR. MISSNER: 12 Q. All repeat infringers, every one of them? 13 MR. HOWENSTINE: Again, objection, calls for 14 a legal conclusion. 15 BY MR. MISSNER: 16 Q. You can answer. 17 A. Correct. Under our current policy. 18 Q. And they weren't kicked off in 2015, right? 19 A. I cannot say one way or the other. 20 Q. Do you have any evidence to believe that any 21 one of these people were kicked off in 2015? 22 A. I do not. 23 Q. They're not numbered here, but from 100 24 notices up, that's -- sorry about that. Would you 25 agree that it's more than 1200 accounts in 2015 that		1 A. Depending on how they reacted to the policy. 2 Q. I don't understand what that means? 3 A. If we sent them a certified letter and they 4 had no further infringement. 5 Q. Ten is more than three times, correct? 6 A. Agreed. 7 Q. So I just want to be clear. Ten notices is 8 more than three times the amount that warrants 9 termination under your procedure for addressing 10 allegations of copyright infringement? 11 A. Correct. 12 Q. Today? 13 A. Correct. 14 Q. If you can go back to Plaintiffs' 15 Exhibit 53, which is the DMCA policy and 16 procedure -- strike that. 17 Let's move to another -- sorry. Let's go 18 back to Plaintiffs' Exhibit 100, which is the 19 interrogatory responses. 20 A. Correct. 21 Q. If you can please turn to page 7. In the 22 middle of the page after amended response, third 23 paragraph, that starts "Since at least 2013." 24 A. Correct. 25 Q. Can you please read just the first sentence	

Transcript of Matt Rohre
Conducted on February 22, 2018

37 (145 to 148)

	145		147
1 to me.		1 Q. How long does it take to run a query like	
2 A. "Grande's policy for handling		2 that in your system?	
3 allegations"--		3 A. I don't know. I don't run those queries.	
4 Q. No, no, not that. You're on page -- you're		4 Q. Do you ask people to run queries for you?	
5 on page 7?		5 A. Sure. Depends on the difficulty of the	
6 A. I am.		6 query.	
7 Q. Since at least -- oh, okay. Start with --		7 Q. Do you think this would be a difficult query	
8 sorry about that. Start with "Since at least."		8 to run?	
9 A. "Since at least 2013" --		9 A. I don't know. I don't run them.	
10 Q. Yeah.		10 Q. The current procedure that you have today	
11 A. -- "Grande's policy for handling allegations		11 for processing notices of copyright infringement	
12 of copyright infringement has consistently included		12 could have been implemented in 2015?	
13 the transmission of notice letters		13 A. Technically implemented? Potentially.	
14 to subscribers" --		14 Q. In 2014?	
15 THE REPORTER: Slow it down.		15 A. Potentially.	
16 A. -- "in the concomitant potential for		16 Q. 2013?	
17 termination if a subscriber is determined to be		17 A. Yes.	
18 conducting repeat copyright infringement through		18 Q. Why potentially?	
19 Grande's network."		19 A. I believe that we had the ability to do it.	
20 BY MR. MISSNER:		20 And the billing system was the same. I think the	
21 Q. What does "concomitant potential for" mean?		21 bottom line is we were sending the notices to	
22 A. The likely following.		22 people. We were talking to customers.	
23 Q. "Concomitant" you believe means "following"?		23 Q. But you could've implemented this policy in	
24 A. Means it's -- the likely following that		24 2016, but you didn't?	
25 there will be a potential for termination.		25 A. I suppose we could have.	
	146		148
1 Q. Your sworn testimony is that there was a		1 Q. Could you have implemented the policy in	
2 likelihood that repeat infringers would be		2 2015?	
3 terminated between 2011 and 2017?		3 A. Yes.	
4 A. That's correct.		4 Q. 2014?	
5 Q. You have no evidence that a single one was?		5 A. Yes.	
6 A. I do not.		6 MR. HOWENSTINE: Objection, asked and	
7 Q. So no potential for termination because it		7 answered.	
8 never happened?		8 BY MR. MISSNER:	
9 A. I don't know that it didn't happen. I just		9 Q. 2013?	
10 don't have any evidence that it happened.		10 A. Yes.	
11 Q. So you can't tell me about one person for		11 Q. Okay. The information being provided by	
12 who that concomitant potential became a reality?		12 RightsCorp didn't change over time, did it?	
13 MR. HOWENSTINE: Objection, asked and		13 A. It's my understanding that the e-mail	
14 answered many times over at this point.		14 address changed that RightsCorp was presenting these	
15 A. No.		15 from.	
16 BY MR. MISSNER:		16 Q. But the information itself, besides that?	
17 Q. Okay. So we just looked at this RightsCorp		17 A. I don't know.	
18 chart, that in February 2016, Grande's system was		18 Q. Do you have any reason to believe it	
19 tracking notices received from RightsCorp by		19 changed?	
20 customer account, correct?		20 A. No, I don't have any reason to believe it	
21 A. Correct.		21 did.	
22 Q. And Grande had the ability to review its		22 Q. Have you done any of the analysis of the	
23 system to determine which accounts had received the		23 RightsCorp notices from 2014 to '16 to determine if	
24 most notices, correct?		24 they provided the exact same information as in 2017,	
25 A. Correct.		25 when you kicked 11 people off because of their	

Transcript of Matt Rohre
Conducted on February 22, 2018

38 (149 to 152)

	149		151
1 notices?		1 Q. Okay. And then Lamar sends you another	
2 A. I have not.		2 e-mail that says, hey, "Last Stat. This is all	
3 Q. So just to be clear, I've asked you why		3 DMCA/ABUSE notices by year from all sources." Is	
4 Grande changed the policy. You didn't change it		4 that correct?	
5 because the availability of some new technological		5 A. That is correct.	
6 mechanism to process these notices?		6 Q. And by "all sources," did you take that to	
7 A. No, it was a change in management		7 mean not just RightsCorp?	
8 philosophy.		8 A. Yes.	
9 Q. So going back to that list, Plaintiffs'		9 Q. Okay. So in 2014, it appears as if about	
10 Exhibit 60, with the red 11 that you terminated, the		10 90,000 came from sources other than RightsCorp. And	
11 mechanism to kick off those 11 could have been done		11 if you want to do the math, you can, before you	
12 based on notices in 2011?		12 agree or disagree?	
13 MR. HOWENSTINE: Objection, asked and		13 A. What year did you say?	
14 answered.		14 Q. 2014. It appears --	
15 A. Yes.		15 A. That's correct.	
16 BY MR. MISSNER:		16 Q. Okay. And in 2015, it appears as if from	
17 Q. 2012?		17 all sources, Grande received "DMCA/ABUSE" notices of	
18 A. To my understanding.		18 365,569, of which 246,322 were RightsCorp, correct?	
19 Q. Every year up through 2017 when you did kick		19 A. That's correct.	
20 them off?		20 Q. So total notices, you received about a	
21 A. Yes.		21 thousand a day on average; is that correct?	
22 MR. HOWENSTINE: Same objection.		22 A. Correct.	
23 BY MR. MISSNER:		23 Q. And then on that same day, you forwarded	
24 Q. Okay.		24 that information to Deborah Rankin; is that correct?	
25		25 A. Correct.	
	150		152
1 (Deposition Exhibit 106 marked for		1 Q. And in February 2016, Grande and RCN were	
2 identification.)		2 not one company; is that correct?	
3 BY MR. MISSNER:		3 A. That's correct.	
4 Q. So about ten minutes after you received the		4 Q. But you sent this information to Deborah	
5 e-mail we were just looking at from Lamar Horton to		5 Rankin at RCN, correct?	
6 you on the RightsCorp DMCA notices, it appears as if		6 A. Correct.	
7 Lamar sent you another e-mail. It's in the middle		7 Q. Why were you sending her the letters?	
8 of the page at 12:12 p.m. Would you agree with		8 A. Because she works for the Patriot legal	
9 that?		9 counsel.	
10 A. Where are we?		10 Q. I thought she worked for RCN?	
11 Q. Actually, wait a minute. Sorry. Let me get		11 A. At the direction of Patriot.	
12 my bearings straight.		12 Q. The direction of Patriot was to send this	
13 MR. HOWENSTINE: And as long as we're		13 information to RCN?	
14 getting bearings, what exhibit number are we on		14 A. I don't know what the -- I don't remember	
15 right now?		15 what the direction here was. All I could tell you	
16 MR. MISSNER: This is 106.		16 is I sent it to Deborah Rankin, as the e-mail shows.	
17 MR. HOWENSTINE: 106.		17 Q. Patriot manages you in 2016?	
18 MR. MISSNER: Sorry. They're printed from		18 A. Correct.	
19 different time zones.		19 Q. Not RCN?	
20 BY MR. MISSNER:		20 A. Patriot manages both companies.	
21 Q. Let me -- let me ask this a different way.		21 Q. Did you send this information to any other	
22 This e-mail that I just gave to you on the back, not		22 ISPs besides RCN?	
23 the attachment, just the back of the e-mail, that is		23 A. Not that I'm aware of.	
24 the e-mail we were just talking about, right?		24 Q. So Patriot instructs you to send this kind	
25 A. Correct.		25 of information to another ISP that is not merged	

Transcript of Matt Rohre
Conducted on February 22, 2018

63 (249 to 252)

1 ask you? 2 A. For a portion of the time. 3 Q. So you heard some of these questions ahead 4 of time? 5 A. I walked in and they were writing on a pad. 6 Q. Did you hear what they discussed? 7 A. No, I didn't hear all of what they 8 discussed. 9 Q. Did you hear part of what they discussed? 10 A. No. 11 Q. You didn't hear anything of what they 12 discussed? 13 A. No. 14 Q. You mentioned the double play and how you 15 recognize revenue for the Internet. Did you do the 16 exact consistent thing on the cost side? 17 A. The costs are direct on the Internet side. 18 They're allocated only to pure transit. 19 Q. So you're still making between 95 and 20 97 percent profit margin on the Internet, correct? 21 A. Correct. I don't argue that. 22 Q. And cutting customers would become all the 23 more valuable before when they go from -- into a 24 double play into Internet only; is that correct? 25 A. Sorry, repeat that question.	249 1 CERTIFICATE OF REPORTER 2 I, Micheal A. Johnson, hereby certify that 3 the witness in the foregoing deposition was by me 4 duly sworn to tell the truth, the whole truth, and 5 nothing but the truth in the within-entitled cause; 6 That said deposition was taken in shorthand 7 by me, a disinterested person, at the time and place 8 therein stated, and that the testimony of the said 9 witness was thereafter reduced to typewriting, by 10 computer, under my direction and supervision; 11 That before completion of the deposition, 12 review of the transcript [] was [x] was not 13 requested. If requested, any changes made by the 14 deponent (and provided to the reporter) during the 15 period allowed are appended hereto. 16 I further certify that I am not of counsel 17 or attorney for either or any of the parties to the 18 said deposition, nor in any way interested in the 19 event of this cause, and that I am not related to 20 any of the parties thereto. 21 Dated: 27th day of February, 2018 22 23  24 MICHEAL A. JOHNSON, RDR, CRR NOTARY PUBLIC IN AND FOR 25 THE STATE OF TEXAS
1 Q. You said something about cutting the cord. 2 A. Cord cutting. 3 Q. Yeah. 4 A. Correct. Yeah, customers who don't take 5 cable TV anymore. 6 Q. So they become a more valuable, on a profit 7 margin standpoint, customer to you at that point 8 from a direct cost to profit margin, both in 9 absolute terms and in percentages; is that not 10 correct? 11 A. No, that's not correct, not in all cases, 12 not in absolute terms. 13 Q. But a cord cutting customer now buys your 14 most valuable highest margin service a la carte; is 15 that correct? 16 A. That's correct. 17 MR. MISSNER: That's all I've got. 18 MR. HOWENSTINE: Nothing further from me. 19 THE VIDEOGRAPHER: The time is 4:22 p.m. on 20 February 22nd, 2018, and this concludes the video 21 deposition of Matt Rohre. 22 (Deposition concluded at 4:22 p.m.) 23 --oOo-- 24 25	250